FULL RECONVEYANCE

WHEREAS, BANK OF AMERICA OF CALIFORNIA, a corporation of the State of California, successor to SICURITY TRUST COMPANY, a corporation, Trustee under Deed of Trust dated July 8, 1924, made by SAMUIL C. BYERS, Trustor, and recorded July 10, 1930, in Book 174, Page 441 of Official Records, in the office of the Recorder of Kern County, Oslifornia, has received from Beneficiary thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid and that said Deed of Trust and the note or rotes secured thereby have been surrendered to said Trustee for cancellation;

NOW, THEREFORE, in accordance with said request and the provisions of said Deed of Trust, BANK OF AMERICA OF CALIFORNIA, as Trustee, does hereby reconvey without warranty, to the person or persons legally entitled thereto, the estate held by it thereunder.

IN WITNESS WHEREOF, BANK OF AMERICA OF CALIFORNIA, as Trustee, has caused its name and seal to be hereto affixed by its Resident Vice-President and Resident Trust Officer, thereunto duly authorized, this 27th day of June, 1930.

BABI OF AMERICA OF CALIFORNIA.

By Dwight L. Glarke,
Resident Fice-President.
By Clyesea A. Gribble,
Resident Trust Officer.

CAG

STATE OF CALIFORNIA SS

On this 27th day of June, 1930, before me, R.C. Hinderliter, a Motary Public in and for said County, personally appeared, Dwight L. Clarke, known to me to be the Resident Vice-President, and Ulysses A. Gribble, known to me to be the Resident Trust Officer of the BANK OF AMERICA OF CALIFORNIA, that executed the foregoing instrument as Trusten, and known to me to be the persons who executed the same on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as Trustee.

Witness my hand and official seal.

(SEAL) A. O. Hinderliter.

Notary Public in and for said County and State.

Recorded at Request of Chas. H. Hulme, Jul. 8, 1930, At 10 A.M., in Book 374 of Official Records, Page 34, Kern County Records.

Chas. H. Shomate, Recorder

By Frances Jutson, Peputy Recorder.

12188 Compared By: M. Schimendle

----000----

THIS AGREEMENT, made and entered into on this 19th day of June, 1930, by and between MILLER & LUX INCORPORATED, a corporation, hereinafter called the first party, and DARNEL CATTLE COMPANY, a corporation, R. F. BARNETT, W. T. WELLS, GEORGE MILLSEN, J. B. OAUZZA and KERN COUNTY LAND COMPANY, a corporation, hereinafter called the second parties, and BUENA VISTA WATER STORAGE DISTRICT, a water storage district organized under the laws of the State of California, dereinafter called the third party,

WITNESSITH: THAT, WHEREAS, the first and second parties hereto are the successors in interest of the parties of the first part in and to that certain

agreement dated July 28, 1888, between Henry Miller and others as the parties of the first part, and James B, Haggin and others as the parties of the second part, and recorded in the office of the County Recorder of Kern County, California, on October 13, 1888, in Volume 2 of Contracts and Agreements, at page 40, and the agreement rupplemental thereto, dated November 30, 1889, entered into by the said Henry Miller and the said James B. Haggin, both agreements being generally known as the Water Settlement Agreement; and

WHERIAS, the first and second parties hereto, as successors in interest of the said parties of the first part in said water Settlement Agreement, are commonly called the Buena Vista Associates (hereinafter sometimes referred to as "Associates"), and as such Associates are the owners in tenancy in common of the fee title to the lands described as Item 1 in Exhibit A annexed hereto, comprising the so-called Buena Vista Lake Reservoir, together with the easement or right in each of the Associates to use the said land for reservoir purposes and for purposes connected therewith so long as the said Buena Vista Reservoir, or any system of irrigation connected therewith or any partithereof remains in use, subject, however, to the rights and easements of the parties of the second part in said Water Settlement Agreement as set out therein; and

WHEREAS, the first and second parties hereto as such issociates are also the owners in tenancy in common of the so-called Outlet Canal and works appurtenant thereto and also as such Associates are the owners as tenants in common of an undivided one-half interest in and to the so-called North Levee, the Oole Levee, the Inlet Canal, the East Levee, the levee between the Inlet and the Outlet Canals, and the gates and other works necessary to control the flow of water through the natural channel of Iern Riverabelow the so-called second point of measurement into the so-called Buena Vista Slough and into the so-called Buena Vista Lake Reservoir, the other one-half of said last mentioned levece, canals, gates and other works being owned by the parties of the second part in said Water Settlement Agreement; and

WHIRIAS, the third party is operating the said Buena Vista Lake Reservoir and appurtenant canals, levees, works and gates for irrigation purposes and contemplates ultimately (unless mountain storage be installed) to acquire all of the rights of the said Buena Vista Reservoir Associates in and to the said levees, canals and other works and also a portion of the interest of the said Associates in and to the lands comprising said reservoir and has entered into a written agreement, dated March 27, 1929, with the first party and R. F. Barnett, W. T. Wells and J. B. Cauxza, some of the second parties, whereby the first party and the above named second parties leased to third party for the term of five (5) years their interests in the lands comprising said reservoir and whereby the third party agreed, among other things, to purchase the said interests in a portion of said reservoir lands if mountain storage is not installed within said term of five (5) years, and under which said agreement no payments have yet been made by the said district; and

WHIRLAS, the third party is desirous that all of the undivided interests of the said Associates be united in one corporation or entity so that the third party may conveniently acquire such of the interests of all of the said Associates as it may in the future desire; and

the State of California called "Buena Vista Associates Incorporated", with an authorized capital stock of twenty-five thousand (\$25,000) dollars; divided into twenty-five thousand (\$25,000) dollars; divided into twenty-five thousand (25,000) shares of the per value of one (\$1) dollar each, none of the depital stock of which has been issued and which corporation has now no indebtedness and the

ouproperty or assets; and

cons (WHERLIS, the third party (if said mountain storage be not installed) contemplates acquiring only a portion of the said Euena Vista Reservoir lands and plans to construct acone or more interior levees on said portion of said reservoir lands so as to create one or more smaller reservoirs and thus increase the efficiency of the operation of the said reservoir for irrigation purposes; and

WHIRTAS, it may be necessary in years of very high water to use the whole of eliths said Buena Vista Lake Reservoir lands for the purpose of storing water for flood icontrol purposes and the said Associates and the parties of the second part in said water Settlement igreement are interested in the proper maintenance; repair and operation of the so-called East Levee, the Worth Levee, the Cole Levee, the Inlet Canal, the levee between the Inlet and the Outlet Canals, and the Pother works and gates necessary to control the flow of water through the natural mohannel of Kern River into the so-called Buena Vista Slough and into the lands now control to prising said reservoir, and in the continued availability of all the lands now control the flow of waters of all the lands now control to prising said reservoir as set out in said Water Settlement Agreement to take coars of lathe flood waters of said Kern River in years of very high flow, and are not willing that any part of said Buena Vista Lake Reservoir lands shall ever be released from built on said Buena Vista Lake Reservoir lands as no prevents the use of the whole of said lands when necessary for flood control.

nother as follows:

- 1. Each of the first and second partice hereto agrees with the other/to-sell and convey to the said Buena Vista Associates Incorporated, by deedof convey minimum substantially the form Exhibit A annexed hereto, the properties, rights and interests more particularly described therein but subject to the reservations; le exceptions and covenants as set out therein.
- Descend parties, hereby agree forthwith to assign and transfer to the said Buena; a wvista Associates Incorporated all their right, title and interest in and transfer to the said Buena; a wvista Associates Incorporated all their right, title and interest in and toward a safessent with third party, dated March 27, 1929.
- Incorporated, the first party and second parties hereby agree with each other that said corporated, the first party and second parties hereby agree with each other that said corporation shall simultaneously with the delivery of said deeds to said corporation cause to be issued and delivered to each of the parties hereto a certificate for a number of shares of its capital stock, fully paid, proportionate to the interest so conveyed by each of said parties, to wit: to willer & Lux Incorporated 51 285 per cent; Oarmel Cattle Company 10.1845 per cent; R. F. Barnett 0.3260 per cent; W.-T.Wells 0.5520 per cent; Ocorge Wellsen 0.1630 per cent; J.B.Cauzza 0.1630 per cent and Kern County Land Company 4.5627 per cent.
- shall acquire any of the properties, rights or interests of any of the said issociates, as hereinbefore recited, then it will be deemed to have assumed, and hereby assumes [a subject to said contingency), the due performance of all of the covenants, obligations agreements of the parties of the first part in said water Settlement igreement; their and will hold the parties of the first part in said water Settlement agreement; their

Agreement, their successors and assigns, free and harmless from all damages to their lands or other properties, and from all liability arising out of damages to the lands or properties of others from the construction, maintenance or operation by the third party of any works of irrigation or reclamation not specifically provided for in said water Settlement Agreement.

5. All of the parties hereto agree that the Kern County Land Company, one of the second parties herein, shall forthwith have the absolute right to divert at any place either above or below the so-called second point of measurement described in said Water Settlement Agreement the said 4.563 per cent of the water allocated in said Water Settlement Agreement to the parties of the first part therein, and to use the same on such lands and for such purposes as the said Kern County Land Company, its successors and assigns, may deem best, provided, however, that said Kern County Land Company, its successors and assigns, may divert its said 4.563 per cent of the said water above the said second point of measurement only during that period of each year in which the remaining parties of the first part in said Water Settlement Agreement, their successors and assigns, are receiving at said second point of measurement substantially their full 95.437 per cent of the water allocated in said Water Settlement Agreement to the parties of the first part therein.

6. The third party agrees with the said Kern County Land Company, one of the second parties herein, that if the said Kern County Land Company, its successors and assigns, shall at any time in the future be prevented by injunction or other court order from taking its said percent of the said water above the said second point of measurement, then the third party will, upon request, permit said Kern County Land Company to store its said percent of water in Buena Vista Lake Reservoir with water being stored therein by third party; but third party does not obligate itself to ators adjacent to the East Levee or to conduct said water of the Kern County Land Company to the East Leves for its use, but, on the contrary, the Kern County Land Company, in case of storage as aforesaid, shall be obligated to take said water, less seepage and eveporation losses, from the reservoir without injury to crops growing thereon. 3 The Third party will permit the said throng Mern County Land Company, 14 successors and assigns, to convey its said percent of said water through the so-called Alejandro Canal, and/or through any other canal or works then owned or operated by third party, so that the said water, less seepage and swaporation losses, may be used on lands then owned by the Kern County Land Company, its successors, upon such terms as may be equitable: as to sharing operating expenses of the works of Third Party used in transporting said water and/or storing said water, in the event the same shall be stored as aforesaid.

The Chief Ingineers of the third party and of the Kern County Land Company shall work out an equitable contribution to be made by the Kern County Land Company, its successors, to the expenses of the operation of the works of third party used in storing and/or transporting the said per cent of the said water, and if the said engineers shall not be able to agree, they shall select an engineer who shall determine all controverted points and whose determination shall be final.

A method of determining or estimating, as near as may be, the seepage and evaporation losses shall be worked out by the said Chief Engineers, or if they shall not be able to agree, then by an engineer selected by them whose determination shall be final.

7. Save and except as berein otherwise expressly provided, the said Water Settlement Agreement shall be deemed in full force and effect.

IN WITHESS WHEREOF, the parties hereto have executed these presents in quadruplicate . the day and year first above written. (STAL) MILLER & LUX INCORPORATED, a corporation. by J. Leroy Bickel, Jr. 120 11 1 1 by W. S. Mitchell,
Asst. Secretary. first party. (BEAL) CARMEL CATTLE COMPANY a corporation by William H. Illen Jr. 171 Mar and the President by W.O.Davis Secty. g<mark>ian</mark> a u si (R. L. BARNETT) W. I. Wells (E.: 1. NILLS) HEAT. George H. Wielsen (GEORGE_MEILSEN) J.B.Cauzza (J.B.CAUZZA) (SEAL) - KERN COUNTY LAND COMPANY, by Fred T. Elsey, in Journal on Vice President by William Letsony : Secretary second parties. (STAL) BUENA VISTA WATER STORAGE DISTRICT, by J.Leroy Mickel by J.F.Woolley, gotas is third party. . STATE OF CALIFORNIA, CITY AND COUNTY OF BAH FRANCISCO ...: On this 19th day of June, in the year of our Lord One Thousand Nine Hundred rand Thirty, before me, Frank L. Owen, a Botary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared, Fi Fred T. Elsey & William Letson, known to me to be the Vice President & Secretary, Exrespectively of Kern County Land Company, one of the Corporations described in and "that executed the within instrument, and also known to me to be the persons who resouted it on behalf of the said Corporation therein named, and they acknowledged in to me that such Corporation executed the same. IN WITHESS WHEREOF, I have bereunto set my hand and affixed my official Seal, at cay office in the City and County and State aforesaid the day and year in this certificate first above written. (SEAL) Frank L. Owen. . 21. . Kotary Public in and for said City and County of San Francisco, State of California. STATE OF CALIFORNIA TOOURTY, TOP EXER On this 19th day of June, A.D., 1930, before me, Anna Lumis, a Hotary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared, R. F. Barnett, W. T. Wells, J. B. Cauzza and George H. Mielsen, Expown to me to be the persons whose names are subscribed to the within Instrument, and moknowledged to me that they executed the same. THE WITHESS WHEREOF, I have berrunto set my hand and affixed my official seal the day and year in this Certificats first above written. (BIAL) Notary Publication and for said County and State of Cal

STATE OF California } 35.

On this 24th day of June, 1930, before me, H. I. CHATFIELD, a Motary Public in and for said County, personally appeared, William H. Allen, Jr., known to me to be the President, and W. C. Davie, known to me to be the Sacretary of Carmel Cattle Company, the corporation that executed the foregoing instrument, known to me to be the persons who executed said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

I(A WITHERS my hand and official scal.

(STAL) H. I. Obatfield. In strong

Notary Public in and for said County, and State.

COLUMN STATE OF GALIFORNIA

OITY AND COUNTY OF SAN FRANCISCO)

On this 25th day of June, in the year One Thousand Nine Hundred and Thirty, before me, Emma L. MacHugh, a Notary Public, in and for the City and County of Ean Francisco, end State of California, residing therein, duly commissioned and sworn, personally appeared, J. Lercy Nickel Jr., and W. S. Mitchell, known to me to be the Vice President and assistant: Secretary of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

at my office, in the City and County of San Francisco the day and year in this certificate first above written.

(SEAL) Emma L. MacHugh.

Notary Public in and for the City and County of San Francisco, State of California. My Commission Expires Nov. 21, 1931.

ANSTATE OF CALIFORNIA 93.

On this 25th day of June, in the year One Thousand Nine Hundred and Thirty, before me, Emma L. Nachugh, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally, appeared, J. Leroy Nickel, Jr., and J. F. Woolley, known to me to be the President and Secretary of the corporation described in and that executed the within instrument and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed

IN WITHISS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the City and County of San Francisco the day and year in this certificate first above written.

(SEAL) Lama L. MacHugh

Notary Public in and for the City and County of San Francisco, State of California. My Commission Expires Nov. 21, 1931.

EXHIBIT A

THIS INDENTURE, made and entered into on this _ day of _, 1930, by and between HILLER & LUX INCORPORATED, a corporation, CARMEL CATTLE COMPANY, a corporation, R. F. BARNETT, W. T. WILLS, GEORGE_NEILSIN, J. B. CAUZZA and XERN COUNTY_LAND COMPANY, a corporation of the first parties, and HUENA VISTA ASSOCIATES INCORPORATED, a corporation organized and existing under the laws of the State of California, associately party.

WITNISSITH: THAT, for valuable considerations, the first parties do hereby assign, transfer, convey and set over to the second party, the following, situate in Kern County, California:

Ttem 1. All their right, title and interest in and to the following described acparcels of land:

In Township 31 South, Range 24 East, Mount Diablo Base and Meridians.

From the South all of Section 13. The South half (S 1/2), the Mortheast quarter (MI 1/4),

the South half of the Morthwest quarter (S 1/2 of NW 1/4), and the Mortheast quarter

for the Morthwest quarter (MI 1/4 of NW 1/4) of Section 24. All of Section 25. All

of Section 36.

In Township 31 South, Range 25 East, Mount Diablo Base and Meridian:

The South half of the Southeast quarter (S 1/2 of SI 1/4); the Mortheast quarter of the Southeast quarter (ME 1/4 of SE 1/4); the Southeast quarter of the Southeast quarter (SE 1/4 of SW 1/4) of Section 5. Lots 1, 2, 3 and 4, and the Morth half of the Mortheast quarter (W 1/2 of ME 1/4) of Section 16. The Morth half of the Morthwest quarter (W 1/2 of MW 1/4) and Lots 1, 2, 3 and 4 of Section 15. All of Sections 19;420, 21, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36.

In Township 32 South, Range 24 East, Mount Diablo Base and Meridians

In Township 32 South, Hange 25 East, Mount Diablo Base and Meridian:

Sections 1, 2, 3, 4, 5, and 6. All of Section 7 except the Southwest quarter
of the Bouthwest quarter (SW 1/4 of SW 1/4). All of Sections 8, 9, 10, 11, 12 and
13 13. The North half (N 1/2) and the Southwest quarter (SW 1/4) of Section, 14.

Sections 15, 16 and 17.

In Township 32 South, Range 26 East, Mount Diablo Base and Meridian:

That part of the Southwest quarter (SW 1/4) of Section 7 lying south of the Swamp and Overflow Segregation line,

together with the so-called Outlet Canal appurtenant to the so-called Buena Vista Lake Reservoir, and all rights and easements of the first parties to use the said land or any part thereof for irrigation reservoir purposes and/or for purposes connected therewith.

EXCIPTING AND RESERVING to the respective First Parties all power and/or power rights appurtenant to or connected with any water, water rights and/or land or interests therein now owned by each of them.

AND FURTHER EXCEPTING AND RESERVING, the rights and casements of the partice of the first part and the parties of the second part in the so-called Water Settlement Agreement to flood the said lands with water reaching second point of measurement in years of high flow of the Iern River whenever necessary to protect from overflow other lands and properties, the said Water Settlement Agreement being dated July 25, 1885, and recorded October 13, 1886, in Volume 2 of Contracts and Agreements, page 40, Kern County Records, and in an agreement supplemental thereto dated Movember 30, 1889, both agreements being generally known as the Water Settlement Agreement.

Item 2. All the right, title and interest (to wit, an undivided one-half) which the first parties may hold as successors in interest to the parties of the first part in said Water Settlement Agreement, in and to the following described approperty:

The state of the s

The so-called Forth Levee, the Cole Levee, the Inlet Canal, the East Levee, the levee between, the inlet and the Catlet Canals, and the other works and gates necessary

Fre land Fred Till San in a con-

to control the flow of water through the natural channel of Kern River below the said second point of measurement into the so-called Buena Vista Slough and into the so-called Buena Vista Lake Reservoir.

The properties, rights, titles and interests so conveyed to the second party shall be subject and subordinate, however, to the following:

- (a) To the terms and provisions of the said Water Settlement Agreement.
- (b) To the right or easement of the said Kern County Land Company, a corporation, its successors, to flow onto the lands described in Item One, by gravity or pumping, such sespage and/or natural drainage water as may accumulate from time to time east of the so-called East Levee, provided, however, that said water can only be put onto said lands at points where stored water in the reservoir is resting against the said East Levee; and subject, further, to the right of the Kern County Land Company, its successors, to construct, at its sole expense, and thereafter maintain and operate, a gate or culvert of not more than twenty-five (25) cubic feet per second capacity, through the East Levee at or near the westerly terminus of the so-called New Rim Ditch, and to flow therethrough seepage and/or natural drainage water onto the lands described in Item One, whether or not water be then resting against the said East Levee opposite said westerly terminus of said so-called New Rim Ditch, the said gate or culvert to be constructed, maintained and operated according to good engineering practices, so as not to endanger the said East Levee.

The second party does hereby covenant and agree for itself and its successors in interest in the lands described above as Item One, that no levers or embankments or other works shall ever be constructed on the said lands so as to endanger the said East Leves or otherwise increase the hazard from floods to lands or other properties lying to the east of the said East Leves, and in particular that the crest of any interior leves or levess shall not be higher than an elevation of 295 U.S.C.S. datum, which is five (5) feet below the creet of the said East Leves, and that the interior leves will be properly equipped with flood gates or other devices by means of which flood waters, when necessary, will be caused to inundate the whole of the lands described as Item One.

The above covenant shall run with all the lands described in said Item One and shall constitute a burden or limitation on the use of the said lands for the benefit of all lands now owned by either Miller & Lux Incorporated or Kern County Land Company in Townships 31 and 32 South, Ranges 26, 27 and 28 East, Mount Diablo Base and Meridian.

The second party herein, for itself, its lessees, grantees, successors and assigns, hereby forever waives any and all damages which may be caused to the said lands described in Item One, or any part thereof, or to any improvement or other property thereon due to or arising from the flooding or overflowing of said lands or any part thereof from any cause whatsoever, which said waiver shall bind all subsequent lessees, grantees and others owning any interest in and occupying said lands.

The second party hereby covenants and agrees to hold the parties of the first part and the parties of the second part (their successors and assigns) in said Mater Settlement Agreement free and harmless from all damages to their lands or properties and from all liability arising out of damages to the lands or properties of others from the construction, maintenance and operation of any works of irrigation or reclamation by second party not specifically provided for in said Mater Settlement Agreement.

The second party herein, as part consideration for the conveyance of the above uproperties; does hereby assume and agree henceforth to perform all of the duties and obligations and to bear all of the expense and liabilities of the parties of tha first part; their successors, in the said Water Settlement Agreement.

IN WITHISS WHEREOF, the parties hereto have executed these presents in quadruplicate, the day and year first above written.

> MILLER & LOX INCORPORATED; ... a corporation

CARMEL CATTLE COMPANY, a corporation.

by _

(R.F.Barnett]

(W.T.Wells)

(George Meilsen)

(J.B.Caurra)

KERN COUNTY LAND COMPANY, a corporation.

by ___ Vice President

Secretary

First Parties,

BUENA VISTA ASSOCIATES INCORPORATED a corporation.

Second Party.

Recorded at Request of J. E. Woolley, Jul. 8, 1930, At 10 A.M., in Book 374 of Official Records, Page 34, Kern County Records.

Chas. H. Shomate, Recorder

By Frances Jutson, Deputy Recorder Checked By: Sett

12190 Compared By: Sont Cante.

Statement of the second of the second

With the market and a second

--000----

1 (a)-5

ORIGINAL

THIS ACREEMENT, dated the 12th day of June, 1930, between S. C. SMITH ESTATE, a ocrporation of the State of California, party of the first part, herein styled "Lessor", and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, party of the second part, herein styled "Lessee",

WITHESETH: 1. For and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of Azerica, to the Lessor paid, and of other valuable considerations, the receipt of all of which is hereby acknowledged, and in consideration of the performance by the Lesses of the covenants and agreements hereinafter contained, the Lessor has leased; let and demised, and by these presents does lease, letywind dealso unto said Standard Oil Company of California, its successors and assigns, as Lessee, the land hereinafter described, with the sole and exclusive right to the lessee to drill fer, produce, extract and take oil, gas, asphaltum and other hudrocarbons (and water for operations herounder) from, and store the same upon, said land during the ters hereinafter provided, with the right of entry thereon of all times for said purposes, and with the right to construct,

A STATE OF THE STA

This is a true certified copy of the record if it bears the seal, imprinted in purple ink, of the Recorder.

AUG 1 1 1997

JAMES W. MAPLES, Assessor-Recorder Kern County California By area Score

CONA

. Deputy